



12650 DETROIT AVENUE • 44107 • 216/529-6075 • FAX 216/529-6806

September 5, 2018

Mr. Tony DiPietro
Cargill Inc. – Salt Road Safety
24950 Country Club Blvd.
Suite 450
North Olmsted, OH 44070

Mr. DiPietro:

Thank you for submitting bid pricing for Sodium Chloride with contract pricing effective November 1, 2018 through October 31, 2019 with the following governmental agencies:

Beachwood
Brecksville
Broadview Heights
Brooklyn

Brooklyn Heights
Cuyahoga County
Independence
Lakewood

Middleburg Heights
North Royalton
Valley View

This letter is to confirm our participation of 3,500 tons estimated quantity at contract pricing of \$58.71/ton untreated salt, and \$63.71/ton untreated salt with piler delivery; 80% minimum & 140% maximum purchase guarantee on the committed estimate with 24-72 hour delivery as outlined in original 2018 bid specifications.

The City has (1) storage facility at 1699 Metro Park Dr., Lakewood, OH 44107.

The City's Division of Streets Manager, Chris Perry, will be contacting Cargill for salt shipments.

Attached is our signed contract and Resolution 8751-14 adopted by City Council on July 21, 2014. Please sign the agreement, retain one copy for your organization and return original to my attention (a color scan/email version is acceptable).

Sincerely,

Kim E. Smith
Purchasing Manager
Kim.Smith@lakewoodoh.net



BID FORM

To supply in accordance with the specifications for a one-year period:

Cost for FIRST year, Untreated Sodium Chloride:

\$ 58.71 Per Ton, Dump Delivery

\$ 63.71 Per Ton, Piler Delivery

Cost for FIRST year, Treated Sodium Chloride:

\$ 70.46 Per Ton, Dump Delivery

\$ 75.46 Per Ton, Piler Delivery

Products Bid: Sodium Chloride for Ice Control and Enhanced ClearLane[®] Deicier

80% Contractual Minimum/No Maximum, per CMA:
(based on Estimated Quantities, pg. 4)

 Yes

☒ No

*see exception page

Guaranteed Delivery Within 24 - 72 Hours?
(as outlined in Delivery specifications, pg. 5)

☒ Yes

 No

Second and Third Year Optional Extensions:

☒ Yes

 No

Optional second year and third year extensions of the contract based upon acceptance by the CMA of prices negotiated through the consortium administrator on behalf of all consortium members.

Minimum Order?

 No.

☒ Yes, Quantity: 22 tons/Dump 300 tons/Piler

Name & Address of Bidder:

Cargill, Inc. - Salt, Road Safety

24950 Country Club Blvd., Ste. 450

North Olmsted, OH 44070

Phone: 800-600-7258 Fax: 888-739-8705

Email: pamela_burcewicz@cargill.com

Authorized Signature:

Pamela S. Burcewicz

Pamela S. Burcewicz
(Please type or print name)

Title:

Customer Care Rep. II

Enclosed: ☒ 10% Bid Bond

OR

 Bid Check, Amount \$

Date of Bid Submission: May 17, 2018

Last Addendum Received: n/a

EXCEPTION SHEET

Please list any and all exceptions to the specifications upon which your bid is based. If there are no exceptions listed on this page, your bid will be considered to be in complete accordance with specifications.

TONNAGE MAX:

Cargill agrees to supply each awarded delivery destination with the awarded quantity of product up to a maximum of 140% of the estimated total stated for each destination in the bid totaling 65,030 tons (the "Maximum Quantity"). In no event shall Cargill be obligated to supply Product to any destination in excess of the applicable Maximum Quantity; however, Cargill may subsequently agree to supply additional tons of Product on mutually agreeable terms, on a request-by-request basis. Under no circumstances shall Cargill be obligated to pay damages or penalties for failing to supply Product in excess of the applicable Maximum Quantity.

NAME OF BIDDER Cargill, Inc. - Salt, Road Safety

REFERRED TO THE PUBLIC WORKS COMMITTEE
7/7/14.

RESOLUTION NO.: 8751-14

BY: Anderson, Bullock, Juris, Madigan,
Marx, Nowlin, O'Leary.

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the Director of Public Works, Director of Finance and the Purchasing Manager to enter into an agreement with and purchase supplies or services through a Purchasing Consortium to Purchase Sodium Chloride consisting of the cities of Beachwood, Brecksville, Broadview Heights, Brooklyn, Brooklyn Heights, Independence, North Royalton Seven Hills and Valley View without the necessity of advertising and bidding as required in Lakewood Codified Ordinance §111.04, Bidding.

WHEREAS, the above consortium of cities has established bidding procedures for obtaining competitive pricing for sodium chloride (road salt) for the member municipalities; and

WHEREAS, in the interest of efficiency and cost savings, it is in the public interest to allow purchasing outside the requirements of Lakewood Codified Ordinances §111.04, Bidding, through membership in the approved purchasing agency, which has demonstrated established procedures in obtaining competitive pricing from vendors; and

WHEREAS, this Council by a vote of at least five of its members determines that this resolution is an emergency measure, and that this resolution shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in that a commitment for sodium chloride should be made immediately to allow the City of Lakewood to take advantage of the competitive pricing; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO

Section 1. The Director of Public Works, Director of Finance and the Purchasing Manager is hereby authorized to enter into an agreement and take any other steps deemed necessary for the City to purchase supplies and services the Purchasing Consortium to Purchase Sodium Chloride consisting of the cities of Beachwood, Brecksville, Broadview Heights, Brooklyn, Brooklyn Heights, Independence, North Royalton Seven Hills and Valley View without the necessity of advertising and bidding as required in Lakewood Codified Ordinance §111.04, Bidding.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council,

and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least five members of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: July 21, 2014

John Madigan
President

Thomas J. Higgins
Clerk

Approved: July 23, 2014

Michael B. Russo
Mayor

**SECOND ADDENDUM TO THE AGREEMENT
BETWEEN THE CITY OF LAKEWOOD
AND
CARGILL, INC**

1. This Addendum to the Agreement between the City of Lakewood and Cargill, Inc., dated June 24, 2015 ("Agreement"), is entered into on this 4th day of Sept., 2018 to allow for a one year extension of the Agreement and a reduction in requirements to be purchased under the renewal of the Agreement.

2. The City of Lakewood and Cargill, Inc. wish to revise Paragraph 2 of the Agreement to modify the price of the salt to be purchased under the extended contract term as follows:

The CITY will pay CONTRACTOR in the sum of \$58.71/ton for untreated salt with dump delivery, and \$63.71/ton for untreated salt with piler delivery, in full consideration of the bid price therefore in the following manner: Salt will be ordered by the City's service department personnel as needed and shall be delivered within 24-72 hours. In the event that a delivery is not made on time, the CITY may purchase from another supplier and CONTRACTOR shall be responsible for any price differential.

3. The City of Lakewood and Cargill, Inc. wish to revise Paragraph 3 of the Agreement to modify the minimum amount of salt required to be purchased under the extended contract term as follows:

The City shall purchase not less than 80% of its commitment of 3,500 tons of untreated sodium chloride from CONTRACTOR during the term of the Agreement.

4. The City of Lakewood and Cargill, Inc. wish to revise Paragraph 7 of the Agreement as follows:

The term of the Agreement shall be November 1, 2018 through October 31, 2019.

IN WITNESS HEREOF, the parties hereto have affixed their hands and seals at the City of Lakewood, Ohio this 4th day of Sept., 2018.

CITY OF LAKEWOOD, OHIO

Witnesses:




By:


Michael P. Summers
Mayor


Cargill, Inc.

By:




~~Tamara Roy~~ Pamela S. Burcevic
~~Customer Solutions Specialist~~
Customer Care Rep. II

Approved as to legal form:


Jennifer L. Swallow
Chief Assistant Law Director